

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER N/A		PAGE 1 OF 5	
2. CONTRACT NO. SP0300-00-D-2989		3. AWARD/EFFECTIVE DATE 12 July 00		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0300-00-R-4004	
7. FOR SOLICITATION INFORMATION CALL:		8. NAME Frank Piecyk		9. TELEPHONE NUMBER (No collect calls) (215) 737-5890		6. SOLICITATION ISSUE DATE 11-22-99	
9. ISSUED BY Defense Supply Center Philadelphia Directorate of Subsistence, Bldg. 6 700 Robbins Ave Philadelphia, PA 19111-5092				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> (NA) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
15. DELIVER TO MILITARY ACTIVITIES IN ALASKA				16. ADMINISTERED BY SAME AS BLOCK 9			
17a. CONTRACTOR/OFFEROR FOOD SERVICES OF AMERICA 10420 OLIVE LANE ANCHORAGE, ALASKA 99515 TELEPHONE NO. 907 344 9400		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS ATTN: DFAS-CO-SES P.O. BOX 182317 COLUMBUS, OH 43218-6260		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
17c. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	FULL LINE FOOD DISTRIBUTOR FOR MILITARY ACTIVITIES IN ALASKA						
	Zones 4 and 5 (Kodiak and Dutch Harbor)						
<i>(Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,050,000.00	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-6 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-6 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPIES				29. AWARD OF CONTRACT: REFERENCE SP0300-00-R-4004 OFFER			
<input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input checked="" type="checkbox"/> RATED 12-30-99 . YOUR OFFER ON SOLICITATION (BLOCK 1), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) DOUGLAS J. MINERT PRESIDENT		30c. DATE SIGNED 12-30-99		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ANTHONY HOPE		31c. DATE SIGNED 12 July 00	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				35. AMOUNT VERIFIED CORRECT FOR		36. CHECK NUMBER	
32c. DATE SIGNED				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42a. RECEIVED BY (Print)		40. PAID BY	
41c. DATE SIGNED				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			

SOLICITATION/CONTRACT FORM

The following amendments issued under the solicitation SP0300-00-R-4004, referenced on page 1, are hereby incorporated as part of this contract:

- Amendment 0001 dated 03 December 1999
- Amendment 0002 dated 15 December 1999
- Amendment 0003 dated 22 December 1999
- Amendment 0004 dated 06 January 2000
- Amendment 0005 dated 20 April 2000

The following form a part of your offer and are hereby incorporated as part of this contract:

- Initial proposal, and revisions dated 5/11/00, 5/15/00, 5/29/00, 5/30/00, 5/31/00, 6/1/00, 6/22/00.
- Any correspondence submitted by Food Services of America from the time of the solicitation closing to the time of the contract award.

SECTION B - SUPPLIES OR SERVICES AND PRICES

ITEM: Zones 4 and 5 (Kodiak and Dutch Harbor areas)

FOB TERMS: FOB destination for all items.

PRICES: The unit prices for all items shall be in accordance with Clause 52.212-4, Contract Terms and Conditions-Commercial Items (May 1999), Addendum, Para. 4(t), Price Changes.

The unit price is determined by adding the "DELIVERED PRICE" and the "DISTRIBUTION PRICE". The Delivered Price consists of the cost of the product delivered to the Kent plant plus the barge costs from Kent to Alaska. Barge costs at time of award were \$[REDACTED] per lb for Dry, and \$[REDACTED] per lb for Frozen & Refrigerated. The Distribution Price will remain fixed for each one-year term of the contract. The distribution prices are determined by identifying the applicable Zone and Distribution Category (See Attachment 1 for base year prices).

If the Government determines to invoke the options, the distribution prices will increase as follows:

Option Year 1	Option Year 2	Option Year 3	Option Year 4
2.0%	2.5%	3.0%	3.0%

The total estimated dollar value of the base term of this contract is \$1,050,000.00. This contract contains a guaranteed minimum of 25% of the estimated dollar value, or \$262,500. The maximum ceiling will be 125% of the estimated dollar value. In the event of emergencies or mobilization, the government reserves the right to unilaterally execute an alternative maximum ceiling of 150% of this estimated dollar value per contract period of this acquisition.

MANDATORY ITEMS: - The following items are mandated to be supplied by the National Industries for the Blind (NIB) or the National Industries for the Severely Handicapped (NISH): (refer to FAR clause 52.208-9, page 105 of solicitation)

8920-00-782-6353	Pancake Mix
8920-00-823-7221	Cake Mix, Devils Food
8920-00-823-7223	Cake Mix, Gingerbread
8950-01-079-6942	Paprika, Ground
8950-01-254-2691	Garlic Powder
8955-00-823-7016	Tea Mix, Instant

If ordered, the Prime Vendor is required to source these items from NIB/NISH. The plant sources are as follows:

Pancake Mix, Cake Mixes	Garlic Powder & Paprika	Tea Mix
ARC Diversified 435 Gould Dr Cookeville, TN 38506	Unistel - Cont. Devel. Srv. Inc. 650 Blossom Rd. Rochester, NY	Ed Lindsey Inds. For Blind, Inc 4110 Charlotte Ave Nashville, TN 37209
Ms. Teri McRae 615-432-5981	Mr. Jack Pipes 800-864-7835 x252	Mr. Allen Broughton 615-741-2251

SECTION C - DESCRIPTION/SPECIFICATION

Ordering of supplies under this contract shall be performed by the ordering activity via "ServiceLink", Food Services of America's commercial ordering system.

The DSCP surcharge will be incorporated on all invoice line items and totals for the Coast Guard customers. The contractor will rebate the surcharge back to DSCP.

SECTION D - PACKAGING AND MARKING

All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification.

SECTION E - INSPECTION AND ACCEPTANCE

Inspection and acceptance of products will be performed at destination. Each ordering facility will be responsible for accepting or rejecting products as required. All food items must be inspected for count, condition, and identity and approved by the ordering activities authorized personnel receiving the delivery before final acceptance can be made.

SECTION F - DELIVERIES AND PERFORMANCE

The following plant locations may be utilized for the performance of this contract:

Plant Locations

Food Services of America, Inc.
10420 Olive Lane
Anchorage, AK 99515

Food Services of America, Inc.
18430 E. Valley Highway
Kent, WA 98032

Customers authorized to order under this contract are specified in the solicitation, pages 66 through 68.

There is no broken case fee.

SECTION G - CONTRACT ADMINISTRATION DATA

Administration of the Small Business and Small Disadvantaged Business Subcontracting Plan has been assigned to:

DCMAO Seattle
3009 112th Avenue N.E, Suite 200
Bellevue, WA 98004-8019

Attachment 1: Distribution Categories

CAT #	DESCRIPTION	Zone 4 Kodiak	Zone 5 Dutch Harbor
1	CHILLED MEATS/CHEESES - SOLD BY THE POUND	**	**
2	FROZEN MEATS - SOLD BY THE POUND		
3	CHILLED POULTRY - SOLD BY THE POUND		
4	FRZ POULTRY - SOLD BY THE POUND		
5	FRZ SEAFOOD - SOLD BY THE POUND		
6	LIQUID DAIRY		
7	FLOUR, SUGAR - 10 LB. BAG		
8	BEVERAGES W/OUT EQUIPMENT (DRY)		
9	COFFEE, DRY, WITHOUT EQUIPMENT		
10	JAMS, JELLIES		
11	ICE CREAM NOVELTIES		
12	FROZEN ICE CREAM/YOGURT MIXES		
13	BUTTER AND MARGARINE - 30 LB. CASE		
14	CONDIMENTS, SALAD DRESSINGS AND SPICES		
15	CONFECTIONS, NUTS AND CEREAL		
16	EGGS		
17	BREAD PRODUCTS		
18	DIETARY PRODUCTS (DRY)		
19	FATS AND OILS		
20	FROZEN ITEMS NOT OTHERWISE LISTED		
21	REFRIGERATED ITEMS NOT OTHERWISE LISTED/SOLD BY POUND		
22	RELATED NON-FOODS		
23	CANNED FRUITS/VEGETABLES/JUICES		
24	BEVERAGES W/EQUIPMENT		
25	DRY AND SHELF STABLE MILK		
26	BEVERAGES, PORTION PACKAGED		
27	FROZEN DISPENSER BEVERAGES		
28	DRY GROCERY NOT OTHERWISE LISTED		
29	RICE - 10 LB. BAG		
	CHL/FRZ MEATS, DAIRY, POULTRY, SEAFOOD SOLD BY THE CASE:		
30	CASE WEIGHT LESS THAN 11.99 LBS		
31	CASE WEIGHT 12 - 17.99 LBS		
32	CASE WEIGHT 18 - 24.99 LBS		
33	CASE WEIGHT 25 - 34.99 LBS		
34	CASE WEIGHT 35 - 44.99 LBS		
35	CASE WEIGHT 45 - 54.99 LBS		
36	CASE WEIGHT 55 LBS PLUS		
**	COST PER POUND, BASED ON INVOICE PRICE FOB KENT FACILITY:		
	\$0.00-\$1.99		
	\$2.00-2.99		
	\$3.00-ABOVE		